

COBLENTZ PATCH DUFFY & BASS LLP  
ONE MONTGOMERY STREET, SUITE 3000, SAN FRANCISCO, CALIFORNIA 94104-5500  
415.391.4800 • FAX 415.989.1663

JEFFREY G. KNOWLES (SBN 129754)  
ef-jgk@cpdb.com  
CHRISTOPHER J. WIENER (SBN 280476)  
ef-cjw@cpdb.com  
COBLENTZ PATCH DUFFY & BASS LLP  
One Montgomery Street, Suite 3000  
San Francisco, California 94104-5500  
Telephone: 415.391.4800  
Facsimile: 415.989.1663

Attorneys for Plaintiff  
SOUNDEXCHANGE, INC.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SOUNDEXCHANGE, INC.

Plaintiff,

v.

LIVEXLIVE MEDIA INC. &  
SLACKER, INC.

Defendants.

Case No. 2:22-cv-04410-AB-AFM

**STIPULATION TO ENTRY OF  
CONSENT JUDGMENT**

Plaintiff SoundExchange, Inc. ("Plaintiff" or "SX") and Defendants LiveXLive Media Inc. ("LiveXLive") and Slacker, Inc. ("Slacker," and together with LiveXLive, "Defendants") hereby stipulate and move this Court for entry of a Consent Judgment. Plaintiff and Defendants shall be referred to herein as the "Parties."

SX is the sole entity designated by regulation in the United States to collect payments from copyright users for the digital transmission and creation of ephemeral copies of sound recordings under the statutory licenses set forth in Sections 112(e) and 114 of the Copyright Act ("statutory license") and to distribute those payments to performing artists and copyright owners. Slacker, founded in

1 2006, delivers free and subscription-based access to millions of sound recordings  
 2 and hundreds of expert-programmed stations via numerous platforms, including the  
 3 web, mobile devices, in-car infotainment systems and consumer electronics.  
 4 Slacker is a user of the Copyright Act's statutory license. LiveXLive acquired  
 5 Slacker in 2017. Slacker is obligated to make payments to SoundExchange under  
 6 the statutory license.

7 SoundExchange alleges that, since approximately 2017, Defendants have  
 8 failed to pay the statutory license fees due under the Copyright Act. Under the  
 9 terms of the Royalty Payment Plan Agreement between the Parties, the Parties  
 10 agreed that Defendants will pay SoundExchange the sum of **\$9,644,527.10** (the  
 11 "Payment").

12 The Parties further agreed that should Defendants default upon the terms of  
 13 the Royalty Payment Plan Agreement, SoundExchange will be entitled to file this  
 14 Stipulation to Entry of Consent Judgment and Consent Judgment with the Court for  
 15 approval and entry, without objections from Defendants. The Parties further agreed  
 16 that if the Court enters the Consent Judgment against Defendants, Defendants shall  
 17 be required to pay SoundExchange damages in the amount of **\$9,644,527.10** less  
 18 any amount already been paid by Defendants pursuant to the Royalty Payment Plan  
 19 Agreement, plus any amount of statutory license royalties Defendants failed to make  
 20 following the parties' Royalty Payment Plan Agreement and any associated and/or  
 21 unpaid late fees. Judgment shall be entered for the amount due, plus interest from  
 22 the date of entry of Judgment and costs of collections until such amount is paid.

23 The precise amount of the Judgment will be established by the Declaration of  
 24 counsel for SoundExchange explaining how much of the Payment remains unpaid,  
 25 plus the amount of any statutory license or other royalties Defendants failed to make  
 26 following the parties' Royalty Payment Plan Agreement and any associated and/or  
 27 unpaid late fees, filed contemporaneously with the Stipulation to Entry of Consent  
 28 Judgment and Consent Judgment.

Defendants agree and acknowledge that they have been advised to consult with independent legal counsel of their own choosing for advice and consultation on this matter and have done so or declined to do so and have entered into this Stipulation to Entry of Consent Judgment knowingly and voluntarily.

This Court shall retain jurisdiction over this matter for enforcement of this Judgment.

**IT IS SO STIPULATED**

Dated: October 30, 2020 LIVEXLIVE MEDIA, INC.

By: Michael Bebel

Name: Michael Bebel

Title: Sr. EVP

Dated: October 30, 2020 SLACKER, INC.

By: Michael Bebel

Name: Michael Bebel

Title: Sr. EVP

Dated: October 30, 2020 SOUNDEXCHANGE, INC.

By: C. Colin Rushing

Name: C. Colin Rushing

Title: Chief Legal Officer